

PRAIRIE LIFE FITNESS



Operating Policies and Procedures

PRAIRIE LIFE CENTER
OPERATING POLICIES AND PROCEDURES
EFFECTIVE March 16, 2005

1. DEFINITIONS

1.1 THE CLUB

"CLUB" shall mean the facilities known as PRAIRIE LIFE CENTER, including activity areas both inside and outside of the building, together with the operation of these facilities for the enjoyment of the club users.

1.2 CLUB USER

"CLUB USER" shall mean any person allowed to use any or all of the club facilities on any basis whatsoever.

1.3 RESPONSIBLE PARTY

The term "RESPONSIBLE PARTY" shall mean that individual responsible for one or more club users' obligations to the club, including but not limited to payment of initiation fees, monthly or per-visit usage fees, and charges for other goods and services. A responsible party must be 19 years of age or older.

1.4 MEMBERSHIP APPLICATION

"MEMBERSHIP APPLICATION" is the form provided to a responsible party who seeks membership classification for the individual(s) specifically identified on the application. The club manager shall review each application for membership, and reserves the right to approve or disapprove such application. When approved and signed by the club manager the membership application becomes the written form of the contractual arrangement between a responsible party and club management under the terms of which the club users designated are authorized to use the club facilities in compliance with the HOUSE RULES and the rules of these POLICIES AND PROCEDURES.

1.5 MEMBERSHIP

"MEMBERSHIP" is the contractual arrangement by which a club user becomes both entitled and obligated to pay usage fees in advance in exchange for access to use the club facilities as a member. Membership does not entitle any person to any proprietary right, title, or interest in either the club facilities, or the land on which the club is located; confers neither the right to participate in management or operation of the club, nor any responsibility for debts or obligations incurred by the club or management.

1.6 MEMBER

The club user whose pre-paid usage of the club is defined in terms of a particular membership classification is then identified as a "MEMBER."

1.7 INITIATION FEE

"INITIATION FEE" is the amount payable by a responsible party when submitting the membership application. The sole consideration for payment of this fee is the right during the contractual period thereafter to pay usage fees on a monthly basis in exchange for access as a member to use the facilities. The initiation fee will vary in amount according to the membership classification, the date issued, and such other factors as club management may from time to time deem appropriate.

1.8 DUES

"DUES" are the monthly usage fee or fees, which must be kept paid at least 30 days in advance by the responsible party of each membership issued by the club. The initial rate of monthly usage fees for a specific membership will be established in accordance with the monthly usage fees schedule current at the time of acceptance of the application for that membership classification. The monthly usage fees applicable will remain unchanged throughout the initial 12-month term. Annually thereafter, on the Anniversary Date, the responsible party may request extension of their membership either on a month-to-month basis, or for an additional 12-months, at the option of the responsible party. Upon acceptance by the club manager, the requested extension will be effected.

The sole consideration to the club user for payment of monthly usage fees is the right to access club facilities in accordance with the HOUSE RULES and the rules of these POLICIES AND PROCEDURES.

Management reserves the right to alter, adjust, amend, or increase, at any time, the monthly usage fees schedule to be applied to both new applications for membership, and anniversary date option card extensions of membership.

1.9 MEMBER IDENTIFICATION

Upon entry to the club, each member must be prepared to provide satisfactory proof of identity upon request.

2. MEMBERSHIP CLASSIFICATIONS

2.1 LIMIT ON NUMBER OF MEMBERSHIPS

The owner-operators of the club reserve the right to establish and to re-establish, from time to time, limits on the number of a particular membership classification available for acceptance.

2.2 FIRST MEMBER IN FAMILY

This membership is issued when only one individual in a family wants pre-paid club user privileges. If this individual is 19 years of age or older he or she is automatically designated as the responsible party at the time of membership application. If this individual is under age 19, either a parent or legal guardian must become the responsible party for this membership.

2.3 SECOND MEMBER IN FAMILY

This membership is issued when two individuals in the same immediate family who reside at the same address want pre-paid club user privileges. If the two individuals are siblings, the older of the two must be no more than 21 years of age. If neither individual is age 19 or older, a parent or legal guardian must become the responsible party for this membership.

2.4 ADDITIONAL MEMBERS IN SAME FAMILY

This membership is issued when three or more individuals in the same immediate family who reside at the same address want pre-paid club user privileges. Dependent children included in this membership must be no more than 21 years of age. If no one of these individuals is age 19 or older, a parent or legal guardian must become the responsible party for this membership.

Children under certain ages are not allowed in areas posted for exclusion. Children under 13 years of age may neither enter nor use the club unless under the DIRECT SUPERVISION of either their parent(s) or a registered adult guardian.

(DIRECT SUPERVISION means within range of physical and/or speaking voice contact.)

2.5 SPECIAL OR SPECIAL GROUP

Management reserves the right to issue special, or special group memberships on such terms and conditions as is then deemed appropriate. Each of the individuals included in a special or special group membership will be further defined as either the Responsible Party, or as a dependent member of a personal membership.

2.6 INACTIVE STATUS

The responsible party of a membership may request placement of one or more members on inactive status for a minimum of one month, up to a maximum of four months. A completed Request for Inactive Status form must be received prior to the 1st of the month beginning the inactive status time period, and is subject to club manager's approval before it can become effective.

2.6 INACTIVE STATUS (cont.)

GOING INACTIVE DURING AN INITIAL TERM OR 12-MONTH EXTENSION (OPTION A)

If the member is moving to inactive status during either an initial membership term or during an Option “A” extension of membership, payment of a monthly inactivation fee equal to 50% of the monthly usage fee for the inactive member must continue uninterrupted during the inactive status time period, or until the end of the current membership term. The inactivation fee is not refundable.

GOING INACTIVE DURING MONTH-TO-MONTH STATUS (OPTION B)

An Option “B” member moving to inactive status must provide payment of an inactivation fee equal to one month’s usage fee. During the inactive period, monthly usage fees will not be charged for the inactive member. The inactivation fee is not refundable.

REACTIVATION

When reactivation occurs within the same Initial Term or Option “A” period as the inactivation, the member will return to the regular monthly usage fees. The Anniversary Date will remain the same.

When reactivation occurs beyond the Initial Term or Option “A” extension, the responsible party will have two choices: 1) Sign a new 12-month agreement at the applicable Option “A” rate, or 2) Continue on a month-to-month basis at the current published rate.

At the conclusion of the four-month inactive period, inactive members will automatically reactivate. All of the terms and conditions of the membership agreement in effect at the time of going inactive will remain in effect.

3. TERMINATION, PROBATION and REVOCATION

(Excludes the state of Iowa. Contact club for Iowa regulations.)

3.1 TERMINATION OF MEMBERSHIP

Either the responsible party or the club management may terminate membership by delivering one to the other written notice 30 days in advance of the intended termination date, on a whole calendar month basis. Notice received on or before the 5th of a month will be considered received as of the 1st of that month. Notice received after the 5th of a month shall be considered to be received as of the 1st of the subsequent month.

The responsible party shall remain liable for all amounts owing through the date of termination, together with 50% of monthly usage fee payments contracted for but not yet billed as of the effective date of termination, plus late payment fees and service charges which will continue to accrue monthly after the date of termination, until all amounts owing have been paid in full.

3.1 TERMINATION OF MEMBERSHIP (cont.)

Upon receipt of payment in full the remaining 50% of payments contracted for but not yet billed as of the effective date of termination shall then be waived.

If the membership account balance is not paid in full on or before the intended effective date of termination, the notice of termination initiated by the responsible party shall be negated and void of effect. If this occurs, the usual and customary charges, including monthly usage fees, will continue to accrue uninterrupted in the membership account. No termination shall take place until subsequent written notice and timely payment in full is effected.

This section does not apply to Prairie Life Fitness in Iowa. See club for specific details.

There will be no refund of any kind owing on a terminated membership.

3.1a. PARTIAL MEMBERSHIP TERMINATION (Not all members on agreement terminating)

TERMINATING MEMBERS DURING AN INITIAL TERM OR 12-MONTH EXTENSION (OPTION A)

When terminating member(s) from an Initial membership term or during an Option A extension the member will pay the appropriate fees for those members terminating (3.1 Termination of Membership) and sign a new agreement with appropriate rates that will be dated to match the existing 12 month agreement.

TERMINATING MEMBER(S) DURING MONTH-TO-MONTH STATUS (OPTION B)

When terminating member(s) from an existing agreement that is on a month-to-month basis the new agreement may continue on a month-to-month basis at the club membership rates in place at the time of the change or the current rates on the existing agreement, whichever is greater. The member may also choose to sign a new 12- month extension at the then current contract rates.

3.2 PROBATION

If the responsible party fails to make timely payment (see 5.4 below) of the monthly usage fees and other charges incurred or owed, the membership will then be placed on probation without further notice necessary, and pre-paid usage privileges held in suspension until and unless monthly usage fees are again paid at least 30 days in advance.

Club users whose membership is on probation must pay per-visit charges upon entry to the club. Probation status does not excuse the responsible party from the obligation to pay the entire unpaid balance of monthly usage fees throughout the entire term of the membership placed on probation.

Membership probation for any reason other than non-payment will be effected only upon notice to the responsible party specifying cause.

There will be no refund of any kind owing to a membership placed on probation.

3.3 REVOCATION

If, in the sole judgment of club management there is an inability, for any reason whatsoever, on the part of any club user to comply with either these operating policies and procedures or the house rules, this inability shall be cause for revocation of membership privileges and denial of further club usage by the club user involved.

If the club user is in full-term membership, the responsible party shall remain liable for all unpaid fees, monthly usage fees and other charges through the date of revocation, together with late payment fees and service charges which will continue to accrue monthly after the date of revocation until the amount owing is paid in full.

There will be no refund of any kind owing to a club user who is placed on revocation and/or denied further club usage.

4. TRANSFER AND CONVERSION OF MEMBERSHIPS

4.1 TRANSFER

Club usage privileges may be neither transferred nor sold to others by club members.

Transfer to or from one affiliated club to another will generally be granted on request upon acceptance of membership application at the new club, and payment of the transfer fee. The previous club membership is then terminated without buy-out requirement.

4.2 CLUB USER PRIVILEGES AT AFFILIATED CLUBS

Club members of an affiliated club may use any other affiliated club on either a "drop-in" usage basis, or on a full-term membership basis.

When a member of one club wishes to also have full-term member usage privileges at another club(s), this may be arranged at that member's primary club, subject to availability of the membership classifications and monthly dues rates in effect at that time.

When a member of one club wishes to use another club for a "drop-in" usage visit, this may be arranged at the affiliate club, upon confirmation of that individual's primary membership and payment of the appropriate usage fee.

4.3 CONVERSION

Upon approval by club management, a responsible party may alter the classification of all or part of an existing membership by executing a new membership agreement and payment of the appropriate fees. Under no circumstances shall any membership undergoing conversion be entitled to a refund of any portion of fees paid on the previous membership.

4.4 TRANSFER OF MEMBERSHIP UPON DEATH OR DISSOLUTION OF MARRIAGE

Upon the death of a member, the privileges of that membership remain intact for all members except the deceased.

If the deceased was the responsible party for a membership, the adjusted obligations of that membership shall automatically transfer to the deceased's legal representative.

Upon dissolution of marriage the responsible party shall remain both obligated and in control of the membership.

(see 1.3, 3.1, 3.2, and 4.3 above)

5. FEES

5.1 PER-VISIT, OR DAY MEMBERSHIP, USAGE FEES

All per-visit and Day Membership fees are payable upon entry to the club, and must be paid prior to usage beginning. Payment of a per-visit fee associated with a particular class or event allow entry and usage only for and during that event. Payment of a day membership fee allows usage as a member from the time of payment until the end of that day.

5.2 PRE-PAID USAGE CHARGES

Pre-paid usage charges include but are not limited to monthly usage fees which must at all times be kept paid at least 30 days in advance. The club management establishes the fees in effect at any given time for each membership classification. The initial membership fee together with the appropriate monthly usage fees becomes due and payable at the time of membership application. Thereafter monthly usage fees shall be paid timely in accordance with the schedule established by the club management.

5.3 IN-CLUB CREDIT PURCHASES

In-club purchases not paid by cash may be charged to either credit-approved membership accounts or to approved credit cards. All credit policy decisions are based upon and subject to posted transactions within the membership accounts.

5.4 TIMELY PAYMENT OF FEES

If the responsible party has not made full payment of billed charges on or before the fifth of the month following statement date, a \$10.00 late payment fee will be charged to the membership account.

5.4 TIMELY PAYMENT OF FEES (cont.)

All membership account amounts not paid within 30 days of statement date accrue monthly service charges equal to 1.5% of the unpaid amount.

If the statement amount is not paid in full on or before the end of the month following statement date the membership may be placed on probation. The membership will then remain on probation until and unless all charges to date are paid. (see 3.2 above)

Cash, personal checks, Visa, or Master card will ordinarily be accepted for timely payment of any amounts owing.

Instruments of payment returned unpaid will incur a \$20.00 processing fee per occurrence charged to the membership account.

5.5 RIGHTS CONFERRED BY PAYMENT OF FEES

The full consideration which each club user shall receive in return for payment of fees is the right to use the club facilities and participate in programs in accordance with each and all of the HOUSE RULES and the rules of POLICIES AND PROCEDURES now in effect and as amended during the entire term of their membership. Neither the club user's status nor any of these documents create any obligation by owner-operators to continue to provide any or all of the services or facilities which are now available, planned, or which may hereafter be provided.

6. LIABILITY

6.1 LIABILITY OF CLUB USER

Each club user shall be liable for any and all property damage, and/or any and all personal injury sustained by either themselves or others occurring at the club or at any activity or function operated, organized, arranged or sponsored by management when such damage or injury is caused by either action or lack of action on the part of the club user. The club user's Responsible Party shall pay for any and all amounts involved upon presentation of a statement of charges. Items lost or damaged by a member during club usage will be billed to that member in amount equal to the expense incurred for loss to service, together with cost of replacement or repair.

6.3 PERSONAL PROPERTY

The club owner-operators, their principals, directors, officers, employees, representatives and agents will not be liable to any club user or other person for personal property of either inherent worth or sentimental value that is either lost or abandoned at the club. Personal property not in the custody of the club user and unsecured is considered to be lost or abandoned. Personal property left in the club overnight, either secured or unsecured, is considered to be lost or abandoned upon discovery. Any property lost or abandoned on the premises may be disposed of by management without notice.

6.2 DISCLAIMER OF OWNER-OPERATOR'S LIABILITY

Any club user or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service of the club, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged or sponsored by the club either at or away from the club premises, shall do so at their own risk, and shall hold owner-operators, their principals, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage, and liability, sustained and/or resulting from either action or lack of action, including negligence, by any owner-operator, principal, director, officer, employee, representative or agent of the owner-operators.

6.4 PARKING LOT USAGE

On-site parking is available for use by members and guests at their own risk. If a vehicle is parked in a position not confined to the dimensions of a single stall, the driver will be paged and requested to re-park that vehicle. If the individual does not respond by re-parking the vehicle immediately upon request, a \$5.00 parking surcharge will be due and payable for each such occurrence. All vehicles must be removed from the parking lot within 1 hour following closing time of the club. Any vehicles found in the lot more than 1 hour after club closing may be towed at the expense of the vehicle owner.

7. MISCELLANEOUS

7.1 EFFECTIVE NOTICE

Written notice shall be effective if delivered in person or if mailed as First Class postage. Effective notice from club management to all club users will be considered delivered in person when posted at the club. Effective notice may be given from club management to any club user by First Class mail to the address last previously noticed to the club management. Effective notice may be given in written form from any club user to club management either by delivery in person to the club manager, or by First Class mail directed to the club manager at the club address.

Notice received on or before the 5th of a month will be considered received as of the 1st of that month. Notice received after the 5th of a month shall be considered to be received effective the 1st of the subsequent month.

7.2 DOCUMENTATION

The club will provide all and each of the forms necessary to document membership agreements, adjustments, and terminations. The form provided shall be the item of record and determination as to what precisely was agreed upon between the parties.

7.3 HOUSE RULES

The club manager shall maintain and make available at the club certain HOUSE RULES which will describe the hours of operation, permitted uses of the facilities, court etiquette, privileges available, and similar matters. All club users and other individuals using or visiting the club premises are expected to know and observe these house rules and to at all times conduct themselves in a safe, courteous and sensible manner, with proper regard for the rights, privileges, and comfortable use of the facility by others.

7.4 ACTION TO RECOVER DAMAGES OR DUES

Whenever the owner-operators find it necessary to bring legal action against any club user either for damages resulting from violation of either the HOUSE RULES or these POLICIES AND PROCEDURES, or for non-payment of an indebtedness owed or incurred by the club user, the club shall be entitled to collect as part of any judgment all costs and expenses, including reasonable attorney's fees.

If the owner-operators find it necessary to place a membership account with an outside service agency for debt collection, the amount required to pay the collection agency fees will be charged to the membership account at the time of placement for collection.

7.5 SOLICITING

Solicitation of any kind is not permitted at the club.

7.6 AMENDMENT

Club owner-operators reserve the unqualified and unlimited right to rescind, revise, alter and amend, either, or both, the HOUSE RULES, and these OPERATING POLICIES AND PROCEDURES, from time to time, as necessary to maintain the best operation of the club.

7.7 PARTIAL INVALIDITY

Any provision hereof to the contrary notwithstanding, if any provision of this document shall be unlawful under the laws of any state, territory, county or other political subdivision and would thereby invalidate this document therein, this document shall be construed as though it did not contain such provision.

LOCATIONS

330 West P St (402) 475-3386
Lincoln, NE 68528

1305 South 70th St (402) 483-2322
Lincoln, NE 68510

2275 South 132nd St (402) 691-8546
Omaha, NE 68144

8525 Q St. (402) 537-0430
Omaha, NE 68127

13655 S. Alden (913) 764-5444
Olathe, KS 66062

10351 Barkley (913) 648-8077
Overland Park, KS 66212

4875 Mills Civic Parkway (515) 223-5999
West Des Moines, IA 50265

3690 S. Houston Levee Rd (901) 854-8998
Collierville, TN 38017

300 Shingle Way (615)764-3984
Franklin, TN 37067